Approved For Release 2001/04/02 : CIA-RDP81B00878R000490200019-05

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Contract No.



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Gentlemen:

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1. Introduction

An order is hereby placed with the second of the Government the work as set forth in Exhibit "A" which is attached hereto and hereby made a part hereof.

2. Direction to Proceed

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Except as otherwise expressly provided to the contrary herein, is directed, upon its acceptance of this order, to proceed immediately to procure the necessary materials, and to commence the performance of the work called for herein, and to pursue such work with all diligence to the end that the work will be accomplished.

3. Contract Clauses Incorporated by Reference:

(a) The provisions of the contract clauses set forth in the following paragraphs of the Air Force Procurement Instructions in effect on the date hereof and the additional clauses which are made a part of this Letter Centract in Exhibit "A" are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full:

7-403.1 (Definitions); 7-403.3 (Limitation of Cost); 7-403.4 (Allowable Cost and Payment); 7-403.5 (Inspection); 7-403.7 (Records); 7-403.8 (Subcontracts); 7-403.9 (Utilization of Small-Business Concerns); 7-403.10 (Termination); 7-403.11 (Excusable Delays); 7-403.12 (Disputes); 7-403.13 (Notice and Assistance Regarding Patent Infringement); 7-403.14

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(Buy American Act); 7-403.15 (Convict Labor); 7-403.16 (Eight-Hour Law of 1912); 7-403.17 (Nondiscrimination in Employment); 7-403.18 (Officials Not to Benefit); 7-403.19 (Covenant Against Contingent Fees); 7-403.20 (Patent Rights); 7-403.21 (Government Property); 7-403.22 (Insurance Liability to Third Persons); 7-403.23 (Authorization and Consent); 7-403.25 (Reproduction and Use of Technical Data); 7-404.1 (Employment of Aliene); 7-404.3 (Filing of Patent Applications); 7-404.4 (Reporting of Royalties); 7-404.5 (Copyrights); 7-404.7 (Military Security Requirements); 7-404.8 (Walsh-Healey Public Contracts Act): 25X1A 7-404.9 (Gratuitles); 7-405.1 (Notice to the Government of Labor Disputes).

(b) Reference in any of the clauses enumerated in (a) above to contract prices or adjustments in contract prices and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments performance required by such clauses, shan be made either at in amounts finally payable to shall be taken into account at the time or execution of the the time of settlement of definitive contract contemplated herein. 25X1A

Provision for Definitizing Contract:

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acceptance hereof, it undertakes, without delay to enter into negotiations with the Government looking to the execution of a definitive contract which will include the clauses enumerated above and all other applicable clauses then required by Federal Law, Executive order, and applicable Procurement Regulations to be included in contracts for work of the kind herein described. The definitive contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to 1 Nevember 1956 and will be a cost type.

5. Authority to Obligate Funds, and Subcontracts:

is not authorized to expend or obligate, in further-25X1A in the aggregate. 25X1A ance of its performance hereunder, more than

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No contract, regardless of the amount thereof, shall be made by 25X1A with any other party for furnishing any of the completed or substantially completed work herein called for, without the written approval of the Contracting Officer as to sources.

6. Alterations:

The following alterations of this Letter Contract have been made prior to the execution of this contract by parties hereto:

- (a) In reference AFPI clause 7-403.7 (Records), delete the words "Comptreller General of the United States" and substitute in lieu thereof "comptroller of the contracting Government Agency or his authorized representative". 25X1A
- (b) In reference AFPI clause 7-403.20 (Patent Rights), the wording is amended to provide that the agrees to and does grant to the Government all right, title and interest in and to each Subject Invention with no nonexclusive and royalty-free license to invention.

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(c) In reference AFPI clause 7-404.5 (Copyrights), the wording in (a)(i) is amended to provide that agrees to and does grant to the Government all right, title5X1A and interest in and to all copyrightable material with no royalty-free, nonexclusive and irrevocable license to 25X1, to reproduce, translate, publish, use, and dispose of, all copyrightable material first produced or composed and

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7. acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one executed copies to the Contracting Officer not later than 24 September 1956. Such acceptance will constitute this order a contract on the terms set forth herein.

delivered to the Government under this Contract by

THE UNITED STATES OF AMERICA

BY Contracting Officer

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(Acceptance of Contract No.		
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1. SCOPE OF WORK:

- A. The Contractor shall make a preliminary study of certain special systems for producing electromagnetic radiation; review the state of the art and determine the probable effect of changes in certain variables on the operation of such systems; examine the feasability of bringing about predetermined changes in the variables involved and suggest lines of approach for the development of means for accomplishing such changes.
- B. The Contractor shall perform such additional work related to A above, as the Contracting Officer may from time-te-time request and the Contractor agree to perform.

2. PROGRESS PAYMENT:

The Contractor shall be entitled to progress payments hereunder based upon appropriate statements indicating souts incurred in behalf of the project. Such invoices shall be authenticated by

3. PERIOD OF PERFORMANCE:

The period of performance hereunder shall commence 1 July 1956 and shall be completed on 31 December 1956, unless further extended by appropriate amendment to this Letter Contract or the definitive contract which will replace this Letter Contract.

4. INDIRECT COSTS:

Indirect costs (overhead) to be applied to direct labor under this Letter Contract shall be in accordance with the principles and policies negotiated between and the cognizant audit service of the Department of December 707 similar contract work.

5. SPECIAL SECURITY RESTRICTIONS:

The Contractor shall not revent (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is permitted or directed to reveal such information by the Contracting Officer or his duly authorized representative for security matters.

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6. AUDIT:

Audit of costs hereunder shall be by the cognizant military audit agency, in accordance with security requirements which shall be agreed upon between the Contractor and the Contracting Officer.

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